

REMARKS

35 U.S.C. §112, second paragraph

Claims 5-6 and 14-19 have been rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The claims have been amended to recite a tire, removing the noted objection.

Nakayama et al.

The rejections based on Nakayama are moot due to cancellation of the rejected claims.

Radulescu et al

Claims 1, 3, 5-13 and 15-19 have been rejected under 35 U.S.C. 103(a) as being unpatentable over Radulescu et al (US 6,196,288) in view of Nakayama et al (US 4,078,596).

Claim 14 has been rejected under 35 U.S.C. (a) as being unpatentable over Radulescu et al in view of Nakayama et al. as applied and further in view of Roberts (US Des 169914) and/or Hargraves (US 2,272,879).

These rejections are respectfully traversed for the reasons set forth in the prior Amendment, which are fully incorporated herein by reference.

At this time, the main point of contention in regard to the outstanding rejection is in regard to interpretation of the recited grooves as having a width large enough to remain open in the tires contact patch or footprint. In the Remarks, the Examiner has held that the prior argument that the claims should be read in light of the specification, including the width limitation, is non-persuasive for three reasons.

First: that the description at page 5, lines 12-14 is “not part of applicant’s special definition at page 5, lines 3-4.” Truly, the Examiner is doing extremely creative reading of Applicants’ definition to come to this conclusion; such creative interpretation being solely with the intent to deny what Applicants are so evidently disclosing to the public. The description at page 5, lines 12-14, is part of the same paragraph as the “special definition” that begins on page 5, line 3. The special definition of “grooves”, intended by Applicants to be controlling for the full content of the application, incorporates the entire content from line 3 to line 14, excluding those elements of a groove which are also specifically identified therein. The logic behind the Examiner’s decision to specifically exclude a part of the

definition is absent and it is requested if this position is maintained, that this be further explained, rather than the use of a simple dismissive comment.

Second: that page 5, line 13 recites “intended” rather than “requires.” Again, creative interpretation at its best is being done. The preceding part of the sentence in question recites “As used herein a groove is intended to have ...”. One skilled in the art reading the definition would clearly have understood that for all the “grooves” disclosed in the present application, the grooves have a width large enough to remain open in the contact patch. The only other alternative is to have a width that closes in the contact patch, and such a tread element is clearly defined as a sipe on page 6, lines 4-5 and is noted as being distinguished from grooves. As Applicants have defined that a sipe closes upon contact and is distinguished from a groove that does not close upon contact, it is evident to anyone reading this specification that for all disclosed and recited “grooves,” the grooves must have a width that remains open in the contact patch.

Third: the description of a contact patch relates to a tire not a tread. This argument is removed by the amendments to the claims.

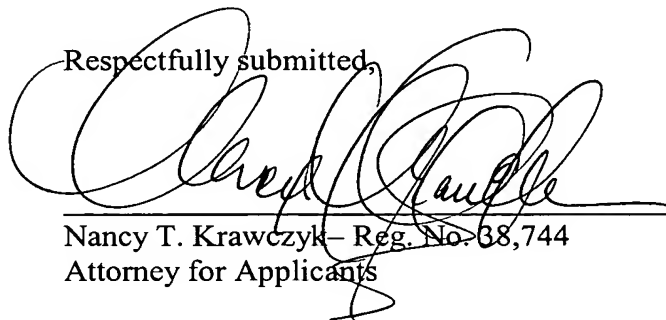
Within the Examiner’s remarks, it is stated that the “Claims must be given their broadest reasonable interpretation consistent with the supporting description.” However, that is not being done here in this issue. Applicants have clearly included language in the specification intended to provide a controlling definition of the word “grooves.” Any “reasonable” interpretation of the claims consistent with the supporting description would include the width limitation. To further amend the claims to define what is already limited is redundant and the art being applied herein is not applicable to the claimed invention.

Verdier

The rejection of the claims under Verdier is moot due to the cancellation of the rejected claims.

In light of this amendment, all of the claims now pending in the subject patent application are allowable. Thus, the Examiner is respectfully requested to allow all pending claims.

Respectfully submitted,

A large, stylized handwritten signature in black ink, appearing to read 'Nancy T. Krawczyk', is written over a horizontal line.

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